

1 James Cai (#200189)
jcai@sacattorneys.com
2 Brian A. Barnhorst (#130292)
bbarnhorst@sacattorneys.com
3 **SAC ATTORNEYS LLP**
4 1754 Technology Drive, Suite 122
5 San Jose, California 95110
Telephone: (408) 436-0789
Facsimile: (408) 436-0758

6 Attorneys for Plaintiff, **eTopus Technology, Inc.**

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8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

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11 ETOPLUS TECHNOLOGY, INC., a
12 Delaware Corporation,

13 Plaintiff,

14 v.

15 HANLI LIU, an individual,

16 Defendant.

17 Case No.: 4:23-cv-06594-HSG

18 **ORDER ON STIPULATION**

1 The Court, having considered the stipulation by and between the parties, and good cause
2 appearing therefor, now orders as follows:

3 1. Defendant Hanli Liu shall not share any of Plaintiff's confidential and
4 trade secret information (the "Confidential Information") with any third party,
5 including without limitation Xi Liu, Xin Zhi Yuan (Shanghai) Technology Ltd.,
6 San Ya Xin Zhi Yuan No. 1, San Ya Fu Guang Lin, Hong Yin, or Zheng Wang.

7 2. Defendant Hanli Liu shall not use any Confidential Information of
8 Plaintiff for his own purposes or for the benefit of any third party.

9 3. Defendant Hanli Liu shall allow Plaintiff's expert, Berkeley Research
10 Group and its subcontractor(s) (collectively ("BRG")), to access Plaintiff's
11 Dropbox and Baidu accounts for forensic analysis, subject to the Northern
12 District of California Stipulated Protective Order for Litigation Involving
13 Patents, Highly Sensitive Confidential Information, and/or Trade Secrets
14 appended hereto. Plaintiff understands that these accounts contain Defendant's
15 and his family's sensitive personal information. BRG agrees that it will not grant
16 access to Defendant's Dropbox and Baidu accounts to Plaintiff, any of its
17 employees or consultants, or its counsel and will not share with Plaintiff, any of
18 its employees or consultants, or its counsel, any documents or files from
19 Defendant's Dropbox and Baidu accounts that are not related to the Confidential
20 Information or any unauthorized disclosure or misappropriation of it. See the
21 Northern District of California Stipulated Protective Order for Litigation
22 Involving Patents, Highly Sensitive Confidential Information, and/or Trade
23 Secrets appended hereto.

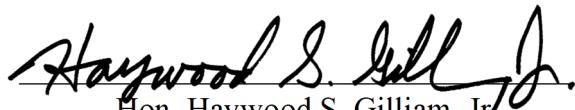
24 4. Defendant shall allow BRG access to two of his personal computers, onto
25 which he inadvertently downloaded Plaintiff's Confidential Information, for
26 forensic analysis, subject to the Northern District of California Stipulated
27 Protective Order for Litigation Involving Patents, Highly Sensitive Confidential
28 Information, and/or Trade Secrets appended hereto. To that end, a representative

1 of BRG will go to Defendant's home and remove the hard drive(s) from
2 Defendant's desktop computer, and will ship the hard drive(s) along with
3 Defendant's laptop computer to BRG's office in Dallas, TX. After imaging
4 them, BRG will ship the hard drive(s) and Defendant's laptop computer back to
5 Defendant's home within 30 days of BRG's visiting Defendant's home. BRG
6 shall arrange for the shipments to and from its Dallas office to be insured for a
7 declared value of \$10,000.

8 5. BRG shall not share with Plaintiff, any of its employees or consultants, or
9 its counsel, any of the personal computers or external storage devices, and shall
10 not share with Plaintiff, any of its employees or consultants, or its counsel, any
11 documents or files that are not Confidential Information or any unauthorized
12 duplication, disclosure or misappropriation of it. See the Northern District of
13 California Stipulated Protective Order for Litigation Involving Patents, Highly
14 Sensitive Confidential Information, and/or Trade Secrets appended hereto.

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16 IT IS SO ORDERED.

17 Dated: 3/5/2024



18 Hon. Haywood S. Gilliam, Jr.
19 U.S. District Court Judge
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